

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

18-CA-259943

Date Filed

May 1, 2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Aspirus Riverview Hospital & Clinics, Inc.		b. Tel. No. (715) 421-7494
		c. Cell No. (b) (6), (b) (7)(C)
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 410 Dewey St. P.O. Box 8080 WI Wisconsin Rapids 54495-_____	e. Employer Representative (b) (6), (b) (7)(C)	g. e-Mail (b) (6), (b) (7)(C)@aspirus.org
		h. Number of workers employed 774
i. Type of Establishment (factory, mine, wholesaler, etc.) Healthcare Facilities	j. Identify principal product or service Health Care Services	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)Kathryn Bartlett-Mulvihill Title:
Office & Professional Employees International Union Local 39**4a. Address (Street and number, city, state, and ZIP code)**701 Watson Ave. Suite 102
WI Madison 53713-_____4b. Tel. No.
(608) 257-47344c. Cell No.
(608) 443-74034d. Fax No.
(608) 257-11554e. e-Mail
president@opeiu39.org**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Aaron G. Dumas

(signature of representative or person making charge)

Aaron G. Dumas
Title: Attorney

(Print/type name and title or office, if any)

Tel. No.
(608) 251-0101

Office, if any, Cell No.

Fax No.
(608) 251-2883e-Mail
adumas@pinesbach.com122 W. Washington Ave. Suite 900
Address Madison WI 53703-_____05/1/2020 16:27:59
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees.

8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by making unilateral changes in terms and conditions of employment.

List Changes	Approximate date of change
Furlough imposed	04/30/2020

8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union.

Date of request	Employer representative	List items requested	Date refused
04/27-5/1/2020	(b) (6), (b) (7)(C)	Specific details related to furlough	

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Aspirus Riverview Hospital & Clinics, Inc.

Case 18-CA-259943

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent locations at its Wisconsin Rapids, Wisconsin facility, including all places where the Charged Party typically posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for keeping the Notice posted on its intranet will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all bargaining unit employees who work at the facility located in Wisconsin Rapids, Wisconsin. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 18 of the National Labor Relations Board in Case 18-CA-259943." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

If the Employer's place of business is currently closed due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens and a substantial

complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

By entering into this Settlement Agreement, the Charged Party waives all rights it may have under the Equal Access to Justice Act, Public Law 96 481, 94 Stat. 2325.

PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this agreement, the Charged Party will make whole each employee named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the non-wage income portion of the backpay. The Charged Party, for each employee named below, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year.

<u>Employee</u>	<u>Wage Income</u>	<u>Non-Wage Income</u>
(b) (6), (b) (7)(C)	\$2,129.00 (wages)	\$120.00 (excess tax liability, interest)
(b) (6), (b) (7)(C)	\$582.00 (wages)	\$33.00 (excess tax liability, interest)

NON-ADMISSION CLAUSE—By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes X No
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on March 1, 2021 in the instant case(s).

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Aspirus Riverview Hospital & Clinics, Inc.		Charging Party Office & Professional Employees International Union Local 39	
By:	Name and Title	Date 10-26-21	
/s/ Kevin Terry, Legal Counsel			Date 11/4/21
Print Name and Title below		/s/ Aaron Dumas, Legal Counsel	
Kevin Terry, Legal Counsel		Print Name and Title below	
		Aaron Dumas, Legal Counsel	
Recommended By:		Date 11-4-	Approved By:
/s/ Kaitlin E. Kelly		2021	Date 11/9/2021
KAITLIN E. KELLY		JENNIFER A. HADSALL	
Field Attorney		Regional Director, Region 18	

(To be printed and posted on official Board notice form)

AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

Local 39, Office & Professional Employees International Union, AFL-CIO (Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All regular full-time and regular part-time employees engaged in work as Registration Coordinators, Registration Coordinator Team Lead, Health Unit Coordinators, Payment Processing Specialists, Accounts Payable Specialist, Billing Specialists, Financial Counselors, Authorization Coordinators, Switchboard Operators, and Emergency Services Coordinators, excluding supplemental and temporary employees as defined in the collective bargaining agreement, data processing employees, and all other hourly and salaried employees, supervisors, and executives.

WE WILL NOT make changes in wages, hours and working conditions without bargaining to agreement with the Union or reaching an overall good faith impasse.

WE WILL NOT implement a furlough system without bargaining to agreement with the Union or reaching an overall good faith impasse.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

WE WILL pay employees (b) (6), (b) (7)(C) for the wages and other benefits they lost because of the changes to terms and conditions of employment that we made without bargaining with the Union.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

Aspirus Riverview Hospital & Clinics, Inc.

(Employer)

Dated: 10-23-21

By: /s/ Kevin Terry

Legal Counsel

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Telephone: (612)348-1757

Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nrlb.gov.



NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD**

AN AGENCY OF THE UNITED STATES GOVERNMENT

AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights. Local 39, Office & Professional Employees International Union, AFL-CIO (Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All regular full-time and regular part-time employees engaged in work as Registration Coordinators, Registration Coordinator Team Lead, Health Unit Coordinators, Payment Processing Specialists, Accounts Payable Specialist, Billing Specialists, Financial Counselors, Authorization Coordinators, Switchboard Operators, and Emergency Services Coordinators, excluding supplemental and temporary employees as defined in the collective bargaining agreement, data processing employees, and all other hourly and salaried employees, supervisors, and executives.

WE WILL NOT make changes in wages, hours and working conditions without bargaining to agreement with the Union or reaching an overall good faith impasse.

WE WILL NOT implement a furlough system without bargaining to agreement with the Union or reaching an overall good faith impasse.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

WE WILL pay employees (b) (6), (b) (7)(C) for the wages and other benefits they lost because of the changes to terms and conditions of employment that we made without bargaining with the Union.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

Aspirus Riverview Hospital & Clinics, Inc.
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED DEFACE OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE CENTRALIZED COMPLIANCE UNIT AT COMPLIANCEUNIT@NLRB.GOV.